

MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM. JOURNAL CO., PRINTERS, BINDERS AND BOOK DOCK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Fourth day of June in the year of our Lord, 1907, between Mark M. Ellis and Mabel F. Ellis his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. C. Ellis of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand (\$1000) Dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 2nd of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

Lot No. One-hundred and Sixteen (116) and South Ten (10) feet of Lot No. One-hundred and Fourteen (114) all on New Jersey Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mark M. Ellis and Mabel F. Ellis do hereby covenant and agree that at the delivery hereof they are the lawful owner^s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars. according to the terms of one certain Note this day executed and delivered by the said Mark M. Ellis and Mabel F. Ellis to the said party 2nd of the second part due in five years. Interest 5% per annum. Payable Semi-annually.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party 2nd of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party 2nd making such sale, on demand, to said Mark M. Ellis and Mabel F. Ellis their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and Delivered in Presence of

Mark M. Ellis [SEAL]
Mabel F. Ellis [SEAL]
[SEAL]

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 4th day of June A. D. 1907, before me

L. S. Steele a Notary Public in and for said County and State, came Mark M. Ellis and Mabel F. Ellis his wife to me personally known to be the same person^s who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 20th 1910

L. S. Steele Notary Public.

Filed for Record the 10th day of June A. D. 1907, at 11⁴⁵ o'clock A. M.
A. W. Armstrong Register of Deeds.
Deputy.

For Release See Bk. 29 Pg. 522

This mortgage is hereby released and the same is hereby acknowledged by the parties hereto.

Recorded Oct. 31st 1910